

TERMS AND CONDITIONS – SAVE PAYMENT METHOD VIA maX

1 WHO AND WHAT DO THESE TERMS AND CONDITIONS APPLY TO?

- 1.1 These terms and conditions apply to Reece Group customers who expressly opt in to save their Payment Method Information via the Reece Group's maX application.
- 1.2 Members of the Reece Group include Reece Australia Pty Ltd (ACN 004 097 090), Viadux Pty Ltd (ACN 087 415 745), Actrol Parts Pty Ltd (ACN 142 654 564), and A.C. Components Pty Ltd (ACN 134 588 935) of 57 Balmain St, Cremorne, Victoria, Australia and Reece New Zealand Limited (Co No 1530569, GST No 88-373-839).
- 1.3 The Payment Method Information that is collected will be held by on behalf of Reece Group by a third-party service provider, Ayden Australia Pty Limited (ACN 162 682 411) and/or Ayden New Zealand Ltd (Co No 5899882, GST No 124-934-737) ("**Ayden**").
- 1.4 The privacy of your information is afforded the highest level of importance by the Reece Group. We are bound by the Australian Privacy Act 1988 (Cth) and/or New Zealand's Privacy Act 2020 (the '**Acts**'), which contains the Privacy Principles (**APPs**) (the Privacy Laws), regarding the manner in which we handle your information and how we respond to your requests to access and correct it. This document sets out our information handling procedures and the rights and obligations that both you and we have in relation to your Payment Method Information. These terms and conditions are supplemental to, and should be read in conjunction with, the Reece Group Privacy Policy and the Terms and Conditions of sale applying to your purchase.
- 1.5 When we request your information, you have the right to refuse to provide us with information.
- 1.6 In these terms and conditions, "Payment Method Information" means the following information input by you:
 - (a) Card type;
 - (b) Card number;
 - (c) Name on card;
 - (d) Expiry date on card; and
 - (e) CVV/CVC verification code.

2 COLLECTION OF YOUR PAYMENT METHOD INFORMATION

- 2.1 If you check the option on the maX application to "Yes I'd like to save this payment method for future use", you are consenting to your Payment Method Information being collected by Ayden at the point of payment processing.
- 2.2 Reece Group will not collect the Payment Method Information, as the payment processing via the maX application is operated by Ayden.

3 STORAGE AND DELETION OF YOUR PAYMENT METHOD INFORMATION

- 3.1 Depending on the circumstances, Ayden may hold your Payment Method Information in either hardcopy or electronic form, or both.
- 3.2 Your Payment Method Information will not be provided to Reece Group by Ayden. Reece Group will only be provided with the last four digits of the card number, expiry date and card type ("Non-Sensitive Payment Information"), used only for identification.

purposes for you to identify the correct saved card details when making a future payment.

3.3 Once Payment Method Information is saved, it is associated to your individual maX user profile.

3.4 Your Payment Method Information will continue to be stored until:

3.4.1 You delete the Payment Method Information, by accessing the Quickpay Payment Methods screen in maX and clicking "Delete Card"

3.4.2 The individual maX user profile is deleted;

Upon authorising a deletion of Payment Method Information, Reece Group will submit a request to Ayden to delete the Payment Method Information. Once Ayden confirms deletion of the Payment Method Information, Reece Group will delete the Non-Sensitive Payment Information except for the last four digits of the card number which will be maintained by Reece Group for the purposes of tracing a deletion of Payment Method Information and Non-Sensitive Payment Information.

4 ACCESS TO PAYMENT METHOD INFORMATION BY OTHER maX USERS

4.1 The Payment Method Information saved by you is individual to you as a user of the maX application, and will not be accessible to any other user of the same maX account.

4.2 You are responsible for the user profile which the Payment Method Information is associated with. If your maX user profile log in details are disclosed by you or otherwise through no fault of the Reece Group, Reece Group cannot be held liable for misuse of any Payment Method Information as a result of another person holding your user log in details. If you have input your Payment Method Information to another user profile, for whatever reason, you are responsible for any use of the Payment Method Information and Reece Group cannot be held liable for any misuse of the Payment Method Information.

5 WARRANTIES PROVIDED BY YOU

5.1 You warrant and represent to Reece Group that you are:

5.1.1 Authorised to use the card entered and the Payment Method Information submitted via maX; and

5.1.2 Authorised to use the relevant maX account by the primary account holder; and

5.1.3 The user identified in the user profile against which the Payment Method Information is recorded.

5.2 You hereby indemnify and hold harmless Reece Group against any and all complaints, claims, liabilities, and/or actions arising directly or indirectly from any breach of the warranties contained in this clause, and agree to pay to Reece Group upon demand any amounts claimed by any third parties as a result of such breach (inclusive of any legal costs payable by Reece Group to third parties), together with all legal costs (on a solicitor/client and indemnity basis) incurred by Reece Group in connection with the breach and any complaint, claim, liability, action, or similar made against Reece Group.